

**Table 2 (continued)**

Call Sign	Loc	Date Granted	Construction Deadline	Construction Completed	City	County	ST
WHG736	1				TONICA	LA SALLE	IL
WHG737	1				LOCKPORT	WILL	IL
WHG738	1				FORDS FERRY	CRITTENDEN	KY
WHG739	1				MOOLEYVILLE	BRECKINRIDGE	KY
WHG740	1				BASHAN	MEIGS	OH
WHG741	1				BROWNSVILLE	MONROE	OH
WHG742	1				LANSING	ALLAMAKEE	IA
WHG743	1				WITOKA	WINONA	MN
WHG744	1				DIAMOND BLUFF	PIERCE	WI
WHG745	1				LAUREL HILL	WEST FELICIANA	LA
WHG746	1				PINE RIDGE	ADAMS	MS
WHG747	1				RENA LARA	COAHOMA	MS
WHG748	1				FULTON	LAUDERDALE	TN
WHG749	1				SHADYSIDE	BELMONT	OH
WHG750	1				HOOKSTOWN	BEAVER	PA
WHG751	1				AVALON BEACH	SANTA ROSA	FL
WHG752	1				LAKE CHARLES	CALCASIEU	LA
WHG753	1				PORT LAVACA	CALHOUN	TX
WHG754	1				RAYMONDSVILLE	WILLACY	TX
WHV733	1				STOKES COUNTY	STOKES	NC
	2			8-Nov-02	HILLSBOROUGH	ORANGE	NC
	3			8-Nov-02	ROCKFISH	CUMBERLAND	NC
WHV740	2				AUGUSTA	RICHMOND	GA
WHV843	1				CEASARS HEAD	GREENVILLE	SC
	5				GASTONIA	GASTON	NC
	6				LITTLE MOUNTAIN	NEWBERRY	SC
KA98265	Mobile			N/A	<i>handhelds nr Mississippi &amp; tributaries</i>		
WFN	VHF/HF				<i>VHF &amp; HF Jeffersonville/Lanesville IN</i>		
WHX877	HF				<i>HF Jeffersonville IN</i>		
WQGF315	Geo	07-Sep-05		N/A	<i>AMT002 - Mid-Atlantic</i>		
WQGF316	Geo	07-Sep-05		N/A	<i>AMT004 - Mississippi River</i>		
WQGF317	Geo	07-Sep-05		N/A	<i>AMT005 - Great Lakes</i>		
WQGF318	Geo	07-Sep-05		N/A	<i>AMT006 - Southern Pacific</i>		
WRD580	VHF/HF				<i>VHF &amp; HF @ Milton KY</i>		
WHW848	1			N/A	JEFFERSONVILLE	CLARK	IN

**Table 2 (continued)**


Call Sign	Loc	Date Granted	Construction Deadline	Construction Completed	City	County	ST
WRV374	3	30-Nov-98	29-Nov-00	29-Nov-00	PHILADELPHIA	PHILADELPHIA	PA
	8	30-Nov-98	29-Nov-00	29-Nov-00	MANGONIA PARK	PALM BEACH	FL
	12	30-Nov-98	29-Nov-00	29-Nov-00	ORLANDO	ORANGE	FL
	14	15-Jul-99	14-Jul-01	6-Jun-01	SELDEN	SUFFOLK	NY
	15	15-Jul-99	14-Jul-01	6-Jun-01	VERONA	ESSEX	NJ
	16	15-Jul-99	14-Jul-01	6-Jun-01	ALLENTOWN	LEHIGH	PA
	17	15-Jul-99	14-Jul-01	5-Jul-01	WINTERTHUR	NEW CASTLE	DE
	18	15-Jul-99	14-Jul-01	6-Jun-01	VALHALLA	WESTCHESTER	NY
	19	30-Nov-98	29-Nov-00	29-Nov-00	MIAMI	MIAMI-DADE	FL
	20	30-Nov-98	29-Nov-00	29-Nov-00	RAYMOND	CUMBERLAND	ME
	22	30-Nov-98	29-Nov-00	29-Nov-00	SPAULDING	DUVAL	FL
	23	03-Feb-99	02-Feb-01	31-Jan-01	CHARLESTON	CHARLESTON	SC
	24	03-Feb-99	02-Feb-01	29-Nov-00	CONWAY	HORRY	SC
	25	03-Feb-99	02-Feb-01	31-Jan-01	PERRINVILLE	MONMOUTH	NJ
	26	03-Feb-99	02-Feb-01	31-Jan-01	SAVANNAH	CHATHAM	GA
	27	03-Feb-99	02-Feb-01	31-Jan-01	NAVASSA	BRUNSWICK	NC
	28	30-Nov-98	29-Nov-00	29-Nov-00	SUFFOLK	SUFFOLK	VA
	29	30-Nov-98	29-Nov-00	29-Nov-00	RICHMOND	RICHMOND	VA
	31	30-Nov-98	29-Nov-00	29-Nov-00	BALTIMORE		MD
	33	30-Nov-98	29-Nov-00	29-Nov-00	NEW YORK	NEW YORK	NY
	34	30-Nov-98	29-Nov-00	29-Nov-00	FAJARDO	FAJARDO	PR
	35	30-Nov-98	29-Nov-00	29-Nov-00	REHOBETH	BRISTOL	MA
	36	30-Nov-98	29-Nov-00	29-Nov-00	NEW BERN	CARTERET	NC
	39	30-Nov-98	29-Nov-00	29-Nov-00	CLEARWATER	PINELLAS	FL
	40	15-Jul-99	14-Jul-01	6-Jun-01	HAMDEN	NEW HAVEN	CT

**Declaration of John Reardon**

I, John Reardon, state that I have assisted in the preparation of and reviewed the final draft of the Response to Interrogatories being submitted February 6, 2012, on behalf of Maritime Communications/Land Mobile, LLC, in EB Docket No. 11-71 and that the facts asserted are true and correct to the best of my personal knowledge, and are offered in good faith.

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed this 6th day of February, 2012.

  
John Reardon

### CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of February, 2012, I caused copies of the foregoing pleading to be served, by U.S. Postal Service, First Class postage prepaid, on the following:

Pamela A. Kane, Deputy Chief  
Brian Carter, Esquire  
Investigations and Hearing Division  
Enforcement Bureau  
Federal Communications Commission  
445 Twelfth Street NW – Room 4-C330  
Washington DC 20554

Jack Richards, Esquire  
Wesley K. Wright, Esquire  
Keller and Heckman LLP  
1001 G Street NW– Suite 500 West  
Washington DC 20001

Robert J. Miller, Esquire  
Gardere Wynne Sewell LLP  
1601 Elm Street– Suite 3000  
Dallas, Texas 75201

Albert J. Catalano, Esquire  
Matthew J. Plache, Esquire  
Catalano & Plache, PLLC  
3221 M Street NW  
Washington DC 20007

Howard Liberman, Esquire  
Patrick McFadden, Esquire  
DrinkerBiddle  
1500 K Street NW– Suite 1100  
Washington DC 20005-1209

Charles A. Zdebski, Esquire  
Eric J. Schwalb, Esquire  
Eckert Seamans Cherin & Mellott, LLC  
1717 Pennsylvania Avenue NW  
Washington DC 20006

Kurt E. Desoto, Esquire  
Joshua S. Turner, Esquire  
Wiley Rein LLP  
1776 K Street NW  
Washington DC 20006

Jeffrey L. Sheldon, Esquire  
Fish & Richardson, P.C.  
1425 K Street NW –Eleventh Floor  
Washington, D.C. 20005

Paul J. Feldman, Esquire  
Harry F. Cole, Esquire  
Christine Goepp, Esquire  
Fletcher, Heald & Hildreth, P.L.C.  
1300 N Street – Eleventh Floor  
Arlington, Virginia 22209



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Robert J. Keller  
Counsel for Maritime  
Communications/Land Mobile, LLC

**UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF MISSISSIPPI**

<b>IN RE:</b>	§	
	§	
	§	<b>CASE NO. 11-13463-DWH</b>
<b>MARITIME COMMUNICATIONS/ LAND MOBILE, LLC,</b>	§	
	§	<b>CHAPTER 11</b>
	§	
<b>Debtor.</b>	§	

**MOTION OF SKYTEL FOR RULE 2004 EXAMINATION OF NRTC  
AND RELATED PRODUCTION OF DOCUMENTS**

Warren Havens, Skybridge Spectrum Foundation, Verde Systems LLC (formerly called Telesaurus, VPC LLC), Environmental LLC (formerly called AMTS Consortium LLC), Intelligent Transportation & Monitoring LLC, and Telesaurus Holdings GB LLC (collectively, “SkyTel”)<sup>1</sup> move this Court to enter an order pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (“Rule 2004”): (a) directing the oral examination of the National Rural Telecommunications Cooperative (“NRTC”), through a designated representative or representatives, regarding the Debtor’s acts, conduct, property, leases, joint ventures, contracts, liabilities, financial condition, and other matters which affect or may affect the administration of the Debtor’s estate, the operation of any business by the Debtor, the source of any money or property acquired or to be acquired by the Debtor for purposes of formulating or consummating a plan, and any other matter relevant to the case or to formulation/consummation of a plan, and (b) directing the production of certain documents by NRTC. In support thereof, SkyTel respectfully states as follows:

1. This Court has jurisdiction of this matter pursuant to 28 U.S.C. §§ 157 and 1334.

This is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

---

<sup>1</sup> The SkyTel entities listed here are separate legal entities, all managed by Warren Havens, and for the purposes of this bankruptcy and in related proceedings before the Federal Communications Commission (“FCC”), pursue certain common interests.

2. Venue is proper in this Court pursuant to 28 U.S.C. §§1408 and 1409. The relief requested herein is predicated on Bankruptcy Rule 2004 and Local Rule 2004-1.

3. On August 1, 2011, the Debtor commenced the above-captioned bankruptcy case by filing a voluntary petition for relief under Chapter 11 of the Bankruptcy Code.

4. The Debtor is operating its businesses and managing its property as a debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this case.

5. SkyTel is a creditor and party-in-interest herein. *See e.g.* Claim No. 69; 11 U.S.C. § 1109.

6. According to the Debtor's schedules, NRTC is a secured creditor of the Debtor. *See* Amended Schedule D, Dkt. No. 171, at p. 33. NRTC is also identified in Debtor's schedules as one of Debtor's "spectrum brokers," and as a lessee of certain of Debtor's alleged spectrum. *See* Schedule G, Dkt. No. 47-2, at pp. 28, 30.

7. On March 14, 2012, this Court entered an Order (the "March 14 Order") which, among other things, directed the Debtor to provide SkyTel with copies of all of Debtor's lease agreements (other than those which had been filed in connection with prior motions in this case), by March 9th. *See* Dkt. No. 365, at ¶ 17.

8. On or about April 9, 2012, the Debtor, in connection with the March 14 Order, produced to SkyTel multiple agreements between the Debtor and NRTC. Among the documents SkyTel has now obtained are: (a) a "Spectrum Manager Lease Agreement" between the Debtor and NRTC dated on or about September 19, 2005, and several amendments and/or global amendments thereto, (b) a "Spectrum Lease Agreement" between Rappahannock Electric

Cooperative (“Rappahannock”) and NRTC (as sublessee), and (c) a “Spectrum Manager Lease Agreement” between NRTC LLC and NRTC (as lessors) and Rappahannock (as lessee).

9. The foregoing agreements (collectively, the “Agreements”) directly involve and/or relate to the Debtor’s primary alleged asset -- i.e., the FCC licenses and related radio spectrum that are at issue in this case. The Agreements’ provisions demonstrate, among other things, that the Debtor and NRTC have entered into significant relationships in connection with a major portion of the subject licenses/spectrum, and also that the Debtor obtained certain rights in relation to NRTC’s FCC licenses.

10. SkyTel seeks, and is entitled to, information regarding, among other things, the Agreements and any other dealings between the Debtor and NRTC.

11. Indeed, Rule 2004(a) provides that upon motion of any party in interest, the Court may order the examination of any entity. Bankruptcy Rule 2004(b) sets forth the permitted scope of the examination. It provides as follows:

(b) Scope of Examination. The examination of an entity under this rule . . . may relate only to the acts, conduct or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor’s estate, or to the debtor’s right to a discharge. In a . . . reorganization case under chapter 11 of the Code, other than for the reorganization of a railroad, the examination may also relate to the operation of any business and the desirability of its continuance, the source of any money or property acquired or to be acquired by the debtor for purposes of consummating a plan and the consideration given or offered therefor, and any other matter relevant to the case or to the formulation of a plan.

Fed. R. Bankr. P. 2004(b).

12. It is well established that the scope of discovery under Rule 2004 is broad. *In re Duratech Indus., Inc.*, 241 B.R. 283, 289 (E.D.N.Y. 1999); *In re Lufkin*, 255 B.R. 204, 208 (Bankr. E.D. Tenn. 2000); *Bank One, Columbus, N.A., v. Hammond (In re Hammond)*, 140 B.R.

197, 201 (S.D. Ohio 1992). The broad range of discovery under Rule 2004 is not restricted by the narrow range of discovery of Fed. R. Civ. P. 26, and discovery may be had under the Federal Rules of Bankruptcy Procedure of matters which would not be discoverable under the Federal Rules of Civil Procedure. *See Matter of Isis Foods, Inc.*, 33 B.R. 45, 46-47 (Bankr. W.D. Mo. 1983).

13. The main purposes of a Rule 2004 exam are to allow for discovering of the debtor's assets, examining the debtor's transactions, and determining whether wrongdoing has occurred. *See In re Strecker*, 251 B.R. 878, 882 (Bankr. D. Colo. 2000).

14. Third parties are subject to Bankruptcy Rule 2004 discovery "if they possess knowledge of the debtor's acts, conduct or financial affairs which relates to the bankruptcy proceeding." *In re Bennett Funding Group, Inc.*, 203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996); *see also In re Ionosphere Clubs, Inc.* 156 B.R. 414, 432 (S.D.N.Y. 1993). The rule allows parties in interest to investigate and reconstruct the debtor's affairs, and allows for broad inquiries of those persons who engage in business transactions with the debtor. *See Matter of Wilcher*, 56 B.R. 428, 433 (Bankr. N.D. Ill. 1985); *In re Mantolesky*, 14 B.R. 973, 976 (Bankr. D. Mass. 1981).

15. Based on the foregoing, SkyTel requests the Court to enter an order, substantially in the form attached hereto as Exhibit A: (a) directing NRTC (through a designated representative or representatives) to appear and testify regarding the Debtor's acts, conduct, property, leases, joint ventures, contracts, liabilities, financial condition, and other matters which affect or may affect the administration of the Debtor's estate, the operation of any business by the Debtor, the source of any money or property acquired or to be acquired by the Debtor for purposes of formulating or consummating a plan, and any other matter relevant to the case or to formulation/consummation of a plan (including but not limited to the Agreements) (collectively,

the “Examination Topics”), (b) directing NRTC to produce the documents described in Exhibit B hereto (the “Documents”), and (c) granting such other and further relief as the Court deems just and proper.

16. SkyTel requests that the Documents be produced for inspection and copying on or before **May 24, 2012**, at undersigned counsel’s offices in Ridgeland, Mississippi (Attention: William H. Leech and Danny E. Ruhl), or on such other date and at such other location as the parties may agree.

17. SkyTel further requests that NRTC designate a representative or representatives to appear for deposition upon oral examination at undersigned counsel’s offices in **Ridgeland, Mississippi on June 6, 2012 at 9:00 a.m.**, or at such other time and place as the parties may agree upon, with the examination to continue from day to day until complete.

18. While SkyTel would welcome NRTC’s agreement to voluntarily produce documents and submit to the examination requested herein, SkyTel will, if required, serve subpoenas compelling the production and attendance consistent with the applicable rules. *See e.g. Fed. R. Bankr. Pro. 2004(c)* (providing that attendance of an entity for examination and for the production of documents may be compelled as provided for in Rule 9016 for the attendance of a witness at a hearing or trial).

19. In seeking the production of documents and the examination sought herein, SkyTel in no way waives its right to seek the further production of documents or additional examinations, under Rule 2004 or otherwise.

20. Other grounds to be asserted at any hearing hereon.

**WHEREFORE**, SkyTel respectfully requests that this Court enter an Order for an examination of NRTC, and for the production of documents by NRTC, on the terms indicated herein. SkyTel further prays for general relief.

**THIS** the 9th day of May, 2012.

Respectfully submitted,

**WARREN HAVENS, SKYBRIDGE  
SPECTRUM FOUNDATION, VERDE  
SYSTEMS LLC, ENVIRONMENTAL LLC,  
INTELLIGENT TRANSPORTATION &  
MONITORING LLC, and TELESARUS  
HOLDINGS GB LLC**

By: /s/ William H. Leech

William H. Leech, MS Bar No. 1175

Danny E. Ruhl, MS Bar No. 101576

Two of Their Attorneys

OF COUNSEL:

**COPELAND, COOK, TAYLOR & BUSH, P.A.**

600 Concourse, Suite 100

1076 Highland Colony Parkway (Zip—39157)

P.O. Box 6020

Ridgeland, MS 39158

Telephone: (601) 856-7200

Facsimile: (601) 856-7626

bleech@cctb.com

druhl@cctb.com

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day caused the foregoing to be filed via the Court's Electronic Case Filing System, which caused a copy to be served on all counsel and parties of record who have consented to receive ECF notification, including the following:

Craig M. Geno, Esq.  
[cmgeno@cmgenolaw.com](mailto:cmgeno@cmgenolaw.com)

James A. McCullough, II, Esq.  
[jmccullough@brunini.com](mailto:jmccullough@brunini.com)

U.S. Trustee  
[USTPRegion05.AB.ECF@usdoj.gov](mailto:USTPRegion05.AB.ECF@usdoj.gov)  
[Sammye.S.Tharp@usdoj.gov](mailto:Sammye.S.Tharp@usdoj.gov)

THIS the 9th day of May, 2012.

/s/ William H. Leech  
Of Counsel

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF MISSISSIPPI**

<i>In re</i>	:	Chapter 11
	:	
MARITIME COMMUNICATIONS/.,	:	Case No. 11-13463 (DWH)
LAND MOBILE LLC	:	
Debtor.	:	
_____	:	

**ORDER ON  
MOTION OF SKYTEL FOR RULE 2004 EXAMINATION OF NRTC  
AND RELATED PRODUCTION OF DOCUMENTS**

**THIS MATTER** came before the Court on the *Motion of SkyTel for Rule 2004 Examination of NRTC and Related Production of Documents* (the “**Motion**,” Dkt. No. \_\_\_\_). The Court, having considered the Motion, finds that it is well taken and should be granted.

**IT IS, THEREFORE, ORDERED AND ADJUDGED** that:

- (a) the Motion shall be, and it hereby is, granted;
- (b) NRTC (as that term is defined in the Motion) shall provide to SkyTel’s counsel the documents set forth in Exhibit B to the Motion **no later than May 24, 2012**, or on such other date as the parties may agree;
- (c) NRTC shall designate a representative or representatives who shall appear for an examination pursuant to Fed. R. Bankr. Pro. 2004, beginning **at 9:00 a.m. on June 6, 2012, at the Ridgeland, Mississippi offices of SkyTel’s counsel** or at such other time and place as the parties may agree upon, with the examination to continue from day to day until complete;
- (d) Notwithstanding the possible applicability of Fed. R. Bankr. Pro. 6004(g), 7062, 9014, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and
- (e) This Court shall retain jurisdiction over all matters arising from or relating to this Order or the Motion.

**SO ORDERED** this the \_\_\_\_ day of May, 2012.

---

David W. Houston, III  
United States Bankruptcy Judge

**SUBMITTED TO THE COURT BY:**

/s/ William H. Leech  
William H. Leech, MBN 1175  
Danny E. Ruhl, MBN 101576  
**Copeland, Cook, Taylor & Bush, P.A.**  
600 Concourse Building, Suite 100  
1076 Highland Colony Pkwy (Zip - 39157)  
P.O. Box 6020  
Ridgeland, MS 39158  
(601) 856-7200 Main Line  
(601) 856-7626 Facsimile  
bleech@cctb.com  
druhl@cctb.com  
Counsel for SkyTel

## **EXHIBIT B**

Unless otherwise stated, the terms and phrases used herein shall have the meanings commonly given to them in the regulations and licensing matters of the Federal Communications Commission ("FCC").

The time period of the documents to be produced is not limited, but rather spans the dates encompassing the life of the Spectrum (defined below) or any portion thereof, from its origin (i.e., when it was applied for and then held by predecessors of the Debtor) to the present time.

These requests are intended to be continuing in nature and you are instructed to make prompt, further, and supplemental production whenever an additional document is discovered that is responsive to these requests.

### **Documents to Be Produced**

1. The Agreements (as that term is defined in the Motion), including but not limited to any and all exhibits, attachments, amendments, or supplements to any of the Agreements.
2. Any and all other documents concerning or relating to the Agreements (as that term is defined in the Motion).
3. Any and all documents concerning or relating to the FCC licenses and related radio spectrum at issue in the Debtor's bankruptcy case (the licenses and spectrum are hereinafter referred to collectively herein as the "Spectrum").
4. Any and all documents concerning, relating to, or evidencing NRTC's past or present role as a "spectrum broker" for the Debtor.
5. Any and all documents concerning, relating to, or evidencing the value of the Spectrum.
6. Any and all documents concerning, relating to, or evidencing any business transactions or other dealings between NRTC (including any of its affiliated companies) and the Debtor (including any of its predecessors).
7. Any and all documents concerning, relating to, or evidencing the financial condition of the Debtor.
8. Any and all documents concerning, relating to, or evidencing the marketing of any of the Spectrum.
9. Any and all documents concerning, relating to, or evidencing the lease, sale, or other use or disposition of any of the Spectrum. The terms "lease" and "use" includes but is not limited to the construction and/or operation of any radio station under any of the Spectrum to provide any radio signal for actual service or potential service to any person or entity.

10. Any and all documents concerning, relating to, or evidencing applications, other filings, or communications before or with the FCC that involve any of the Spectrum, including but not limited to communications regarding FCC Auction 57 and FCC Auction 61.
11. Any and all documents concerning, relating to, or evidencing any agreements, understandings, arrangements, communications, or other dealings between NRTC and the Debtor that involve any of the Spectrum. The existence of such documents are, in part, indicated in the Debtor's filings before the FCC relating to Auction 61.
12. Any and all documents concerning, relating to, or evidencing any destruction or concealment by the Debtor (or any other person or entity) of any document requested in these document requests.
13. Any and all documents concerning, relating to, or evidencing the identity or contact information of any person that has or may have possession, custody, or control of the documents (or any part thereof) requested in these document requests.
14. Any and all documents concerning, relating to, or evidencing any dealings or communications between NRTC and any other party to this bankruptcy case (including any creditor or party-in-interest herein) that concern or relate to the Spectrum, including but not limited to any aspect of any formal or informal chapter 11 plan of the Debtor.
15. Any and all documents concerning, relating to, or evidencing the use of any of the Spectrum directly or indirectly as collateral for any debt of the Debtor.
16. Any and all documents concerning or relating to any NRTC FCC license or radio spectrum thereunder that is involved in any agreement, understanding, arrangement, or other relation between NRTC and the Debtor.
17. Any and all documents concerning, relating to, or evidencing any business transactions or other dealings or communications between or among (i) NRTC (including any of its member entities and any of their affiliated companies) and (ii) the Debtor (including any of its predecessors) relating to the Spectrum and/or the Debtor.
18. Any and all documents concerning, relating to, or evidencing any communications or dealings between or among (i) NRTC and/or its member entities, (ii) Thomas Kurian and/or Pappammal Kurian (including any of the affiliated companies of either one), and (iii) the Debtor (including any of its predecessors) relating to the Spectrum and/or the Debtor, including, but not limited to, communications or dealings regarding the AMTS B-block Mountain license spectrum held in the name of Thomas Kurian.

**Subject:** RE: Presiding Judge's Order to meet and agree to limitations  
**Date:** Monday, May 14, 2012 6:41:27 AM PT  
**From:** Robert Jackson <rhj@commlawgroup.com>  
**To:** 'Warren Havens' <warren.havens@sbcglobal.net>, 'Pamela Kane' <Pamela.Kane@fcc.gov>, 'Robert J. Keller' <rjk@telcomlaw.com>  
**CC:** 'Brian Carter' <Brian.Carter@fcc.gov>, jstobaugh@telesaurus.com <jstobaugh@telesaurus.com>

I am in accord with the substance.

**From:** Warren Havens [mailto:warren.havens@sbcglobal.net]  
**Sent:** Friday, May 11, 2012 8:33 PM  
**To:** Pamela Kane; Robert J. Keller  
**Cc:** Brian Carter; 'jstobaugh@telesaurus.com'; 'rhj@commlawgroup.com'  
**Subject:** Re: Presiding Judge's Order to meet and agree to limitations

Ms. Kane,

SkyTel-H comments below. [\*]

I believe Mr. Jackson is in accord with the substance of my notes below (if not all details and manner of expression), for SkyTel-O, but I ask him to comment separately (timing on this matter being what it is now).

-----  
The 100 boxes, and NJ Action in discovery.

- First, following our telecon today (thank you all again for your time) I have gotten a further summary understanding (but not the transcript yet) of the phone hearing today with judge in the NJ Action, including counsel for SkyTel and the Defendants (including Mobex and MCLM-- they are one "defendant group" by their own representations to the judge, including that Mobex merged into MCLM).
- I understand that the NJ case judge ordered that Mobex and its agents, as the currently asserted owners of the documents in the 100 (approx) Boxes in the VA storage facility [\*] will not be permitted to remove any of the boxes from the storage facility. MCLM and Mobex are parties in this NJ action.
- A process will be involved, for purpose of the NJ case, for review of the documents. (Other details I don't know yet)
- I also understand that the facility owner, who is an attorney at law, after discussion with attorneys for parties in the NJ action, is going to arrange for a person to oversee access to the 100 Boxes, at all times anyone accesses any of the boxes and the contents.
- *Mr. Keller confirmed on our joint telecon today (persons on this email) that these 100 Boxes are not Maritime's property. Maritime is headed by John Reardon. I will report this to our NJ counsel for purposes of this matter in the NJ case. That is, Maritime including John Reardon will not take part in any attempt to access or review these 100 Boxes that are not its property.*

-----  
[\*] I appreciate the firm response by Mr. Keller. But as indicated on our telecon today in part: It is my understanding at this time that, as to these 100 Boxes of records, the ownership, and control and privacy, are open questions for many reasons, as is the legal ability and responsible persons in Mobex to act (re these 100 Boxes, etc.), since Mobex alleges to be dissolved and cannot act (it claims that before FCC and this NJ action, but has not acted like that in other actions, including before FCC and other courts. It apparently acts to pay its counsel. My position is public: Maritime is a case textbook sham entity under applicable Delaware Chancery Court precedent applied to the facts in the record, and it was formed to launder Mobex... and so here we are.)

-----  
As for the documents in the 100 Boxes use in the FCC hearing, SkyTel will of course cooperate--

- but also understands that the Enforcement Bureau may act directly, by further discovery demand, or by action directed to the storage company itself.

- I can provide the contact information if the Bureau asks for it.
- This FCC Hearing under 11-71 is of course different than the NJ case. This includes different criteria of evidence relevance, different discovery demands, different discovery procedures, etc. I do not try here to address that.
- I have thus far discussed the 100 Boxes in this FCC Hearing, following Mr. Keller's bringing this up to the EB, the Judge, and all the parties. But also, SkyTel identified these boxes previously in this Hearing (and before that, in WTB proceedings).

-----

[\*] SkyTel-H agrees to the joint statement, as you write:

"The scope of the Pre-hearing Conference shall be limited to outstanding discovery requests related to Issue (g) of the HDO on nonconstruction and/or discontinuance of operations."

SkyTel-H will separately state the to Judge, before the prehearing, certain items it plans to present within at the prehearing under this joint statement.

At this time, I expect these to include the following (but this may be modified for good cause) --

- The following is SkyTel attempt to make for a more efficient prehearing and subsequent action in the Hearing under the Judge's meet-and-agree (attempt) Order, and his like previous statements.
- I do not mean by the below that the EB or Maritime will agree, but giving you this information will increase the chance of efficient discussion with the Judge: e.g., you should then not have or raise surprise as to what SkyTel believes is outstanding under issue (g) -- in addition to particular unresolved issues reflected in EB / Maritime exchanges in the docket on issue (g).

**-- Re the "100 Boxes --**

1. A discussion of the boxes of documents warehoused in Woodbridge, VA, at the facilities of Nation's Capital Archive Storage Systems, Inc. ("NCASS") concerning the site-based licenses and stations under ownership of Maritime. I have been told these are about 100, total ("100 Boxes").

- Copies of documents with statements by Maritime in docket 11-71 and before the WTB as to the nature of these documents: showing they are relevant to issue (g). These statements show they are the apparent central depository of relevant documents to issue (g).
- Status on the documents, as to production in the NJ case, but also for access in the FCC Hearing.
- SkyTel will, of course, make available the documents it obtains of any possible relevance to the FCC Hearing (if any are under protected status, that of course will be ported into the FCC Hearing under its protective order).
- Note that SkyTel may also supplement, under rule 1.65, certain pending proceedings before the WTB and full Commission, with some of these documents. Those proceedings relate to issue (g).

2. A discussion of what I confirm here: that Ms. Kane and Mr. Keller agreed on the call today that the 100 Boxes appear to have documents that are relevant to the FCC Hearing. (Of course, correct me if I misunderstood.)

- Mr. Keller previously wrote in his email on this topic (cc'ed to the Judge) that he acknowledged the existence of the Documents and admitted "some portion of the [D]ocuments may be relevant" to issue (g).

3. A discussion of the ownership, control and knowledge of the documents in the 100 Boxes.

- Mr. Keller noted on our call today that he represented to the Judge that those documents are not property of Maritime (the email from Mr. Keller to Ms. Kane, cc'ed to the Judge, of just learning of the 100 Boxes that "Havens" is seeking via subpoena, which Maritime does not know if it will have access to, etc.).
- I asked Mr. Keller to please check with his client, Maritime, to confirm that position, that the 100 Boxes of records are not the property of Maritime. Mr. Keller repeated that representation to the Judge. SkyTel will proceed in reliance on that representation.

**-- Re the CD --**

4. Maritime reported that this CD had documents relevant to issue (g).

- First, the contents of the CD should be compared to the 100 Boxes.
- Maritime's refusal to provide SkyTel (SkyTel-H and SkyTel-O) a copy of this CD containing documents requested by the Bureau and Skytel, which were produced only to the Bureau, at no cost, allegedly in compliance with the Presiding Judge's February 16, 2012 Order.
- Maritime's opposition of the release of the CD under FOIA, but without raising any FOIA disclosure exemption conditions, suggesting that the Judge's order prevented Skybridge is obtaining what would otherwise be its right under FOIA law. (That the Judge's order modified FOIA law and rights.)
- The position of the EB that it cannot under law provide a copy, including under the APA statute and related FCC hearing rule I cited. (SkyTel would first double check this law prior to presentation to the Judge: thus far, it seems clearly applicable, but Ms. Kane made clear it will not be discussed. My raising this was under the principle in the Judge's meet-and-agree Order. In my view, the "meet" portion of "meet-and-agree" means to discuss relevant law. I am as an individual a party to this Hearing by the HDO, and have a right to self representation under the Constitution and case law. The Judge did not mean that I cannot represent myself pro se, since there is no question of the law in that matter.)

**-- Re Outstanding SkyTel discovery to Applicants (those still in the Hearing) --**

5. As stated above. As I described earlier, this is clearly relevant to issue (g), shown in written evidence.

**-- Re SkyTel other discovery in Maritime Bankruptcy, and NJ cases --**

6. As stated above. This includes NRTC, which, per documents we have, is highly relevant to issue (g).

**-- Re EB Motion to Extend Discovery --**

7. A discussion of the Bureau's Motion to Extend the May 26, 2012 Discovery Deadline.

- SkyTel agrees that this is needed-- including due to the new evidence to be forthcoming soon, in the "100 Boxes" and in other action noted above.

**-- Perhaps more, after further review. --**

Thank you, have a good weekend,

Warren Havens

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**From:** Pamela Kane <Pamela.Kane@fcc.gov>  
**To:** Warren Havens <warren.havens@sbcglobal.net>; Robert J. Keller <rjk@telcomlaw.com>  
**Cc:** Brian Carter <Brian.Carter@fcc.gov>; "jstobaugh@telesaurus.com" <jstobaugh@telesaurus.com>;  
"rhj@commmlawgroup.com" <rhj@commmlawgroup.com>  
**Sent:** Friday, May 11, 2012 2:14 PM  
**Subject:** RE: Presiding Judge's Order to meet and agree to limitations

As we discussed during our earlier call, the Enforcement Bureau intends to file a document on Monday which reflects that the parties have been able to agree to the following:

The scope of the Pre-hearing Conference shall be limited to outstanding discovery requests related to Issue (g) of the HDO on nonconstruction and/or discontinuance of operations.

Please confirm the agreed-upon language.

---

From: Warren Havens [[warren.havens@sbcglobal.net](mailto:warren.havens@sbcglobal.net)]  
Sent: Friday, May 11, 2012 2:29 PM  
To: Pamela Kane; Robert J. Keller  
Cc: Brian Carter; '[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)'; '[rhj@commmlawgroup.com](mailto:rhj@commmlawgroup.com)'  
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Ms. Kane,

I can discuss at that time. Please send the call in information.

I include Mr. Keller for Maritime here based on the Order:

"IT IS FURTHER ORDERED that prior to the Conference, Maritime, the Enforcement Bureau, and Skybridge will meet and agree to limitations in writing, with copies to counsel."

Robert, if you are able, please join the call for SkyTel-O.

All,

As for the issue of the 100 or so boxes in the storage facility (that is the number we know of, approx.), SkyTel-H has serious concerns as to spoilage of records, [\*] and are working to prevent it. The attorneys of MCLM (Maritime) -Mobex (inside and outside counsel) for many years have hid relevant evidence and/or destroyed it. I have explained this in past.

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[\*] I believe it is evident that MCLM-Mobex destroyed records, and hid them.

- First, there is no practical difference in destruction v. hiding (where the hiding runs through life cycles of relevant FCC licenses, business and service opportunities, and legal proceedings: this 11-71 Hearing is just one of the later proceedings). Second, no one puts their sole copies of critical records in outside storage.
- But MCLM-Mobex stated to FCC twice under oath that these records were, it assumed, destroyed

due to non payment by MCLM-Mobex-- and it otherwise did not have these records. That means the non-stored copies were destroyed.

- Further, from my current understanding, I believe there is no difference (practically, and I expect legally) in hiding-destruction, and the persons in control (officers and attorneys) stating that they "assume" that the records they own and control were destroyed by a third party (that is readily accessible), but where they made no effort to verify that assumption with the third party. (SkyTel-H thinks they knew that assumption representation was a fraud, and expect to prove that up, along with the actual interactions.)

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I attach a case in this regard, Rambus v Infineon, 222 F.R.D. 280 ("Rambus") that was sent to me recently. This case speaks for itself on the issue I address herein.

Ms. Kane,

I suggest that, if your Bureau has interest in Issue (g) (which also extends to the issues of character and fitness, sanctions, etc.), that you consider taking part in securing these records, and making clear to Mr. Keller for his client that it is to take no action to access or tamper with these records. I am also aware of FCC indications to me be, generally, not give the FCC any suggestions. However, due to the importance in my view (based on direct and indirect descriptions of MCLM-Mobex itself), I have informed in loud terms this issue of these 100 boxes (approx) to your Bureau and WTB (I have seen no interest to date), and others in DC law enforcement.

Mr. Keller,

To be clear (and respectful of your role, to the limits of the profession), please accept and take seriously my informal message above for what it represents to you and your client. If anyone associated with MCLM-Mobex acts in any way to access, tamper with, take, destroy, etc. these records, then SkyTel-H will take appropriate legal action (and may be joined by others we are communicating with, including in government), including to seek certain related attorney client communication records: As I am now commencing to understand: AC privilege does not apply in any such matter (such as, I believe, this current issue of these boxes in the VA storage facility-- and past actions to hid and destroy documents). See Rambus in this regard.

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My statements above do not waive my past relevant positions.

I also reserve the right to modify my statements above after I have had the opportunity to consult with legal counsel.

This matter, however, is time sensitive and thus I communicate the above as best as I can, pro se.

Thank you,  
Warren Havens

---

From: Pamela Kane <[Pamela.Kane@fcc.gov](mailto:Pamela.Kane@fcc.gov)>

To: "[warren.havens@sbcglobal.net](mailto:warren.havens@sbcglobal.net)" <[warren.havens@sbcglobal.net](mailto:warren.havens@sbcglobal.net)>; "[rhj@commmlawgroup.com](mailto:rhj@commmlawgroup.com)" <[rhj@commmlawgroup.com](mailto:rhj@commmlawgroup.com)>

Cc: Brian Carter <[Brian.Carter@fcc.gov](mailto:Brian.Carter@fcc.gov)>; "[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)" <[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)>

Sent: Friday, May 11, 2012 7:18 AM

Subject: Re: Presiding Judge's Order to meet and agree to limitations

Mr. Havens: the Bureau can be available for a short call this afternoon. How is 4:30 eastern? Please let us know if that works and a call-in number as I am out of the office.

From: Warren Havens [mailto:[warren.havens@sbcglobal.net](mailto:warren.havens@sbcglobal.net)]  
Sent: Thursday, May 10, 2012 07:44 PM  
To: Pamela Kane; '[rhj@commlawgroup.com](mailto:rhj@commlawgroup.com)' <[rhj@commlawgroup.com](mailto:rhj@commlawgroup.com)>  
Cc: '[rjk@telcomlaw.com](mailto:rjk@telcomlaw.com)' <[rjk@telcomlaw.com](mailto:rjk@telcomlaw.com)>; Brian Carter; '[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)' <[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)>  
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Ms. Kane and Mr. Carter,  
and Mr. Keller:

The Order did not say (but as I note below) that SkyTel would sign the called for stipulation (perhaps that was an oversight), but did order that SkyTel meet and agree (or attempt it) as one of 3 parties. Thus, I have an obligation to do that, and am attempting it.

It seems to me the principle in the Order is not full agreement or nothing, but to try to agree to what is possible, and set out what is not agreed to.

But in addition, as I noted in my email of yesterday, as well as below:

This prehearing is about issue (g) and the stagnation in discovery on it, including Mr. Keller-Martime past position (and that of Maritime attorney and officers to WTB in 2011) that the critical records of the licenses' and stations' construction, lease, operation, etc. up to the sale to Maritime (or thereabouts) were destroyed.

However, they were not destroyed, and will soon be available in the Hearing.

It does not make sense, in my view, to not try to agree to present this issue to the judge. Including a plan to review these, bates stamp, etc. and after the review, report to the Judge. That seems to me entirely within what the judge wants to see-- progress in the case.

Thus, I suggest a call.

- I know EB position (sent out Monday)
- I have stated SkyTel-H position. Mr. Jackson is preparing notes for SkyTel-O position.
- Mar-time has told EB but not SkyTel of its position yet.

Thank you,  
Warren Havens

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From: Pamela Kane <[Pamela.Kane@fcc.gov](mailto:Pamela.Kane@fcc.gov)>  
To: "[warren.havens@sbcglobal.net](mailto:warren.havens@sbcglobal.net)" <[warren.havens@sbcglobal.net](mailto:warren.havens@sbcglobal.net)>; "[rhj@commlawgroup.com](mailto:rhj@commlawgroup.com)" <[rhj@commlawgroup.com](mailto:rhj@commlawgroup.com)>  
Cc: "[rjk@telcomlaw.com](mailto:rjk@telcomlaw.com)" <[rjk@telcomlaw.com](mailto:rjk@telcomlaw.com)>; Brian Carter <[Brian.Carter@fcc.gov](mailto:Brian.Carter@fcc.gov)>; "[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)" <[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)>  
Sent: Thursday, May 10, 2012 4:16 PM  
Subject: Re: Presiding Judge's Order to meet and agree to limitations

Because two of the parties cannot agree we cannot have an agreed-upon document to file. Upon reconsideration of our earlier email, we believe the best course of action will be for each of the parties to file their own status report on the limitations.

From: Warren Havens [mailto:[warren.havens@sbcglobal.net](mailto:warren.havens@sbcglobal.net)]

Sent: Thursday, May 10, 2012 06:51 PM

To: Pamela Kane; [rhj@commlawgroup.com](mailto:rhj@commlawgroup.com) <[rhj@commlawgroup.com](mailto:rhj@commlawgroup.com)>

Cc: '[rjk@telcomlaw.com](mailto:rjk@telcomlaw.com)' <[rjk@telcomlaw.com](mailto:rjk@telcomlaw.com)>; Brian Carter; [jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com) <[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)>

Subject: Re: Presiding Judge's Order to meet and agree to limitations

All:

I am able to discuss tomorrow morning, if I am given a time and call in number in sufficient time. As for written comments, I provide some below that are relevant.

Re Order 12M-24. It notes that it was copied to Warren Havens, as well as to counsel. That appears to mean that Mr. Sippel believes I am (still) a party in matters of this Order. As I noted in this proceeding, I represent my self and several SkyTel LLCs ("SkyTel-H") Mr. Jackson represents other SkyTel entities ("SkyTel-O").

I comment below on the basis noted above. Below, "I" and "my" refer to SkyTel-H.

The Order includes:

Accordingly, IT IS ORDERED that the requested limitations and conditions will be permitted.

IT IS FURTHER ORDERED that prior to the Conference, Maritime, the Enforcement Bureau, and Skybridge will meet and agree to limitations in writing, with copies to counsel.

IT IS FURTHER ORDERED that Maritime and the Enforcement Bureau shall prepare a Joint Stipulation signed by counsel (1) stipulating to all trial issues of fact and law that can be stipulated, and (2) stipulating to all discovery issues that are agreed.

IT IS FURTHER ORDERED that such Agreement and Stipulations be filed by noon on May 14, 2012, with contemporaneous courtesy copies served by e-mail.

IT IS FURTHER ORDERED that the Prehearing Conference requested by Maritime shall be held at 10 a.m. on May 22, 2012, in OALJ Courtroom TWA-363.

Above, the Judge meant "SkyTel" by "Skybridge."

1. I did not get the Maritime proposal. Maritime cannot comply with the second Order above unless the "meet and agree" attempt includes SkyTel (which, as the Hearing record shows, includes SkyTel-H and SkyTel-O). I assume written exchanges are part of the "meet and agree" directive. That is how you are proceeding thus far.

2. I paste in below the May 7, 2012 2:25 PM from Ms. Kane. I promptly responded to that, but did not hear back.

3. I refer to and do not waive my past positions in this Hearing and otherwise before the FCC, including all that I expressed in my email of yesterday to Ms. Kane and Mr. Keller (and other parties and the ALJ).

4. Ms. Kane's draft defined and used "Skybridge" but you mean "SkyTel" since that definition is used for SkyTel in this hearing, from the start.

- Skybridge Spectrum Foundation is not "SkyTel" but is one entity within the SkyTel definition.
- For Skybridge, as its President, I object to the use of the Skybridge in this way, since it suggests control by Skybridge (a distinct nonprofit entity) over other entities (that are for profit) and since FCC

records are clear as to the actual entities.

5. The Order instructed that "Skybridge" (SkyTel) meet and agree on this draft. The Order then noted that Maritime and your Bureau submit a stipulation.

- However, if SkyTel is to "agree," it appears that SkyTel will be a party to the stipulation, even if SkyTel is not a party submitting it.

5.b. I believe the issue of the 90-some boxes in the storage facility (topic of the email of yesterday), is relevant to this prehearing, since those files concern the site based licenses. Getting and reviewing those is thus relevant to how this case proceeds.

6. The Order did not limit the issues in question to operations (as in your draft)--

- But it also included construction status.

- More broadly, the Order is about the overall discovery on issue (g), which is defined in the joint SkyTel- EB written discovery documents to Maritime, and Maritimes responses.

7. Overall, it is not clear what EB seeks to do under the Order.

- One the one hand, the discovery on issue (g) is broad, as are the unresolved responses.

- One the other hand, you seek to narrow issues at this upcoming prehearing.

- While you do that in response to the Maritime request for a prehearing (as the Order says, for the purported purpose of "enlightening" the ALJ), the Order, as noted above, deals with all the broad issues in this discovery.

8. I believe that the ALJ may benefit from a presentation on:

(a) Facts.

Factual scope of the discovery, and facts not resolved yet, including:

- What are the issues in issue (g) in the HDO, FCC 11-64.

- I have explained my view on that in detail, and assert that for the purpose of this meet-confer under the Order.

- This includes: "construction," "coverage," (which is part of construction), "operations" (and its corollary, permanent discontinuance), and all of those include: the AMTS regulatory status as Part 80 CMRS and that includes use of Part 80 type approved equipment and Interconnected equipment and service.

(b) Law related to these facts:

- The HDO text and ending summary on issue (g), and the text reference to 1.955, that includes "coverage" that is under 80.475(a)(1999).

- Bankruptcy law and if, other than "Second Thursday" (which is not at issue in issue (g) discovery), a FCC licensee can obtain relief from (i) discovery obligations, (ii) licensee obligations to turn back in stations that "auto terminated" due to failures of any of the above (construction, coverage, operation, equipment required, interconnection): there is no FCC law to support this, from what I recall from research.

- Leases should not (as far as I recall, from research) count toward operations, if the lessee is operating (not shown yet) but outside the authority of the subject license (all of the asserted leases are to entities seeking to buy the spectrum for PMRS, not CMRS: I do not recall of the leases themselves describe the use: but none of the lessees are CMRS operators).

- Whether the ALJ rescinded his Order for individuals to provide financial information and tax returns.

(c) SkyTel has outstanding discovery requests, as to issue (g), to the Applicants.

- Applicants include the lessees which Maritime asserts are operating some of its stations, and which

seek to buy some site-based licenses and stations.

- This is relevant to issue (g).

Thank you,  
Warren Havens

=====  
[BEGINNING OF PASTE IN]

From: Pamela Kane <[Pamela.Kane@fcc.gov](mailto:Pamela.Kane@fcc.gov)>  
To: 'Bob Keller' <[rjk@telcomlaw.com](mailto:rjk@telcomlaw.com)>; Robert Jackson <[rhj@commlawgroup.com](mailto:rhj@commlawgroup.com)>; 'Warren Havens' <[warren.havens@sbcglobal.net](mailto:warren.havens@sbcglobal.net)>; Jimmy Stobaugh <[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)>  
Sent: Monday, May 7, 2012 2:25 PM  
Subject: Maritime: Proposed Agreement

Pursuant to the Presiding Judge's April 26, 2012 Order, enclosed for your consideration is a proposed agreement on limitations for the prehearing conference. Please let us know when you are prepared to discuss.

Pamela S. Kane  
Deputy Chief -- Investigations & Hearings Division  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street, S.W.  
Washington , D.C. 20554  
202-418-2393

[END OF PASTE IN]  
=====

From: Pamela Kane <[Pamela.Kane@fcc.gov](mailto:Pamela.Kane@fcc.gov)>  
To: "[rhj@commlawgroup.com](mailto:rhj@commlawgroup.com)" <[rhj@commlawgroup.com](mailto:rhj@commlawgroup.com)>; "[warren.havens@sbcglobal.net](mailto:warren.havens@sbcglobal.net)" <[warren.havens@sbcglobal.net](mailto:warren.havens@sbcglobal.net)>; "[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)" <[jstobaugh@telesaurus.com](mailto:jstobaugh@telesaurus.com)>  
Cc: "[rjk@telcomlaw.com](mailto:rjk@telcomlaw.com)" <[rjk@telcomlaw.com](mailto:rjk@telcomlaw.com)>; Brian Carter <[Brian.Carter@fcc.gov](mailto:Brian.Carter@fcc.gov)>  
Sent: Thursday, May 10, 2012 2:48 PM  
Subject: Presiding Judge's Order to meet and agree to limitations

All: Maritime proposed to the Bureau some amendments to the proposed agreement for limitations on the scope of the prehearing conference that the Bureau circulated earlier this week. The Bureau cannot agree to these amendments and was not able to reach any agreement with Maritime about alternative language. At this point, we expect to file something with the Judge that indicates the parties were not able to reach agreement on limitations. We expect to circulate a draft of that filing tomorrow.

Just a reminder, it must be filed by noon (eastern time) on Monday.

Pamela S. Kane  
Deputy Chief -- Investigations & Hearings Division  
Enforcement Bureau  
Federal Communications Commission  
445 12th Street, S.W.

Washington , D.C. 20554  
202-418-2393